



Southwest Ranches Town Council

REGULAR MEETING
Agenda of August 8, 2024

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Jim Allbritton Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Russell C. Muniz, MBA, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> David S. Kuczenski, Esq.		<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Town Clerk</u> Debra M. Ruesga

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 1st Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR**

RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2) {Item Tabled from May 23, 2024 Meeting}

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”), ARTICLE 10, “DEFINITION OF TERMS,” SECTION 010-030, “TERMS DEFINED,” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” SECTION 045-030, “GENERAL PROVISIONS,” AND ARTICLE 55, “MANUFACTURING AND INDUSTRIAL DISTRICT,” SECTION 55-030, “GENERAL PROVISIONS,” PERTAINING TO THE MEASUREMENT OF HEIGHT, AND PARTICULARLY THE HEIGHT OF FENCES, WALLS, HEDGES, AND STRUCTURES OTHER THAN BUILDINGS AND SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 5560 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING FOR AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF THIRTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-TWO CENTS (\$35,287.82) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

12. Discussion - Southwest Meadows Preserve - Advisory Board Review - Vice Mayor Kuczenski
13. Approval of Minutes
 - a. July 11, 2024 Regular Meeting Minutes
14. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT

FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
David S. Kuczenski, Esq., *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Russell C. Muniz, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Jeff Katims
DATE: 8/8/2024
SUBJECT: US Hwy 27 Water and Sewer Text Amendment

Recommendation

The disposition of this ordinance is a matter of policy to be determined by the Town Council.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The comprehensive plan requires development designated US Highway 27 Business to connect to City of Sunrise potable water and sanitary sewer systems prior to issuing a certificate of occupancy for a building or roofed structure. On April 25, Council directed preparation of an ordinance to also allow other municipal utilities to provide these services.

New buildings would require municipal water and sewer service. Unenclosed roofed structures and uses of land without buildings (storage yards, etc.) would be allowed to utilize septic and well as an alternative to municipal water and sewer.

This item was tabled from the May 23, 2024 Town Council Regular Meeting.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	5/15/2024	Ordinance
Ordinance - TA Approved	5/16/2024	Ordinance



Town of Southwest Ranches Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

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ORDINANCE NO. 2024-____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)

WHEREAS, the Town Council desires to allow for the most economical municipal potable water supply and sanitary sewage treatment services within the US Highway 27 Business Category; and

WHEREAS, the Town of Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed amendment at its May 16, 2024 meeting and recommended approval; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on May 23, 2024 and recommended that the Town Council adopt the proposed Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2: Amendment. Part 1. of the Future Land Use Element entitled, " Goals, Objectives and Policies", is hereby amended as follows:

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or ~~shall enter into~~ be the subject of a binding agreement providing for the connection to, ~~the City of Sunrise a municipal water and sewer systems~~ prior to issuance of any permit for the construction of any building ~~or roofed structure~~. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Section 3: Amendment. Part 2. of the Future Land Use Element entitled, "Permitted Uses in Future Land Use Categories", is hereby amended as follows:

5. US HIGHWAY 27 BUSINESS CATEGORY

* * *

A. Performance Standards.

1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27.
2. ~~City of Sunrise Municipal~~ municipal sanitary sewer and potable facilities must be in place, or the provision of municipal ~~City of Sunrise~~ sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality, ~~with the City of Sunrise~~ to serve any parcel designated US Highway 27 Business; prior to issuance of any permit for the construction of any building ~~or roofed structure~~. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Section 4: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the state land planning agency under the expedited state review procedure.

Section 5: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element upon adoption of the amendment.

Section 6: Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 8: Effective Date. This Ordinance shall take effect 31 days after the state land planning agency notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this ____ day of _____, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024, on a motion made by _____ and seconded by _____.

(Signatures on following page)

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.020.2024



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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Jeff Katims, Town Planner
DATE: 8/8/2024
SUBJECT: Wall Height Ordinance

Recommendation

Staff recommends the Town Council approve the proposed Ordinance on first reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

New residential construction often involves substantially elevating the grade of property. In these instances, the current method of measuring the height of walls and fences from the grade upon which they are erected can result in heights that are out of scale with adjacent rights-of-way and neighboring properties. The Mayor initiated the proposed Ordinance to ensure that the method for determining the height of fences and walls takes into account lower elevations of adjacent rights-of-way and properties. For example, if a property is filled behind a retaining wall, the height of the retaining wall must be deducted from the fence or wall height.

The proposed Ordinance also clarifies that hedges are not subject to a height limit in the rural, agricultural and manufacturing/industrial districts. The CPAB expanded the scope of the proposed Ordinance to include consideration of canal banks that had been raised on one side from dredging activity.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	7/31/2024	Backup Material
Ordinance	7/30/2024	Ordinance



Town of Southwest Ranches Business Impact Estimate Form

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Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, "DEFINITION OF TERMS," SECTION 010-030, "TERMS DEFINED," ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS," AND ARTICLE 55, "M MANUFACTURING AND INDUSTRIAL DISTRICT," SECTION 55-030, "GENERAL PROVISIONS," PERTAINING TO THE MEASUREMENT OF HEIGHT, AND PARTICULARLY THE HEIGHT OF FENCES, WALLS, HEDGES, AND STRUCTURES OTHER THAN BUILDINGS AND SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

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ORDINANCE NO. 2024 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, "DEFINITION OF TERMS," SECTION 010-030, "TERMS DEFINED," ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS," AND ARTICLE 55, "MANUFACTURING AND INDUSTRIAL DISTRICT," SECTION 55-030, "GENERAL PROVISIONS," PERTAINING TO THE MEASUREMENT OF HEIGHT, AND PARTICULARLY THE HEIGHT OF FENCES, WALLS, HEDGES, AND STRUCTURES OTHER THAN BUILDINGS AND SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to ensure that method for determining the height of fences and walls takes into account the elevations of adjacent rights-of-way and properties; and

WHEREAS, after holding a duly noticed public hearing on August 8, 2024, the Local Planning Agency found the proposed amendments to be consistent with the adopted Town of Southwest Ranches Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 010, "Definition of Terms," Section 010-030, "Terms Defined," is hereby amended as follows:

Grade, established or grade, finished. The term "established grade" or "finished grade" means the elevation of land above mean sea level (~~NAVGD-1929~~ NAVD 88), in its final, graded condition.

* * *

Hedge. The term, "hedge," shall have the meaning ascribed to it in sec. 075-020.

Height. The term, "height," means as follows:

- 1) For all buildings and roofed structures, ~~except as provided below~~, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, and to the mean height level between eaves and ridge for gable, hip and gambrel roofs, ~~and to the highest point of any nonroofed structure~~, provided that any portion of the finished grade exceeding ~~ten (10)~~ 8.5 feet ~~NVGD NAVD 88~~ shall be included in the height calculation.
- 2) ~~For signs, as height is defined within~~ article 70, "Sign Regulations."
- 3) For fences, freestanding walls, retaining walls, all other structures, hedges and berms, ~~other than buildings and signs~~, height shall be the vertical distance from the lowest finished grade below abutting the structure, hedge or berm to the highest point of the structure, hedge or berm; provided that:
 - a. ~~The the height calculation of structures, hedges and berms placed within any required yard abutting a public or private street right-of-way on berm shall be measured from the include the height of the berm.~~ average finished grade of the abutting public or private right-of-way line. Where a street is not contained within a public or private right-of-way, height shall be measured from the average elevation of the closest edge of street pavement between the side lot lines.
 - b. The height of structures, hedges and berms placed within any required yard abutting a canal shall be measured from the average finished grade at the public or private right-of-way line of the canal between the lot lines, except as follows:

When spoil from canal dredging has been deposited primarily on one side of a canal, as determined by the town engineer, height shall be measured from the average finished grade at the lower of the opposing right-of-way lines.
 - c. The height measurement of any structure or hedge placed on a berm, or placed on property elevated by a retaining wall, shall include the height of the berm or retaining wall. Berms height shall be the vertical distance from the height of the crown of the adjacent street to the top of the berm.

* * *

Shrub. The term, "shrub," shall have the meaning ascribed to it in sec. 075-020.

Section 3. Article 045, "Agricultural and Rural Districts," Section 045-030, "General Provisions" is hereby amended as follows:

(A) *Fences, walls and hedges.* Fences and walls, not including entrance features, shall be permitted to a maximum height of eight (8) feet ~~above the established grade~~ within any required yard, and in any location on a residential or agricultural plot; provided that a fence enclosing a tennis court or other customary enclosure may be higher if located outside of a required yard. Fences on farms shall be governed by F.S. ch. 588. Hedges are not limited as to maximum height.

Section 4. Article 055, "M Manufacturing and Industrial District," Section 055-030, "General Provisions" is hereby amended as follows:

(F) *Fences, walls and hedges.* Maximum height of fences and walls is ten (10) feet, except for penal institutions or detention facilities, which shall not be subject to a maximum fence or wall height limitation.

* * *

(5) Hedges are not limited as to maximum height.

Section 5. Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 6. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ____ day of _____, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of ____, 2024,
on a motion made by _____ and seconded by

_____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.046.2024



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Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 8/8/2024
SUBJECT: Sunrise Water Agreement: 5560 Hancock Road

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

Amber Finkel (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 5560 Hancock Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 5560 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/30/2024	Resolution
Agreement	7/29/2024	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 5560 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Amber Finkel ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Sunrise, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Sunrise, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections, and that the installation will be performed in accordance with the Town's specifications.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 5560 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town. A Town permit shall be obtained for the installation, which shall be constructed in accordance with the Town's specifications.

Section 3. A certified copy of this Resolution shall be provided to the City of Sunrise.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of August, 2024 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.045.2024

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: 5560 Hancock LLC (Amber Finkel)
(NAME OF OWNER)

LOCATION: 5560 Hancock Rd.

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and _____, an individual with a property address of _____ - , hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from the City of Sunrise for the PROPERTY; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of TOWN and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

- B. The term PROPERTY refers to the real property described in Exhibit “A” attached to and incorporated into this Agreement.

PART II. - MUTUAL COVENANTS

A. TOWN NOT LIABLE FOR OWNER’S OR CONSUMER’S PROPERTY

TOWN shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER’S PROPERTY or water service lines within granted easements to utility provider pursuant to this Agreement.

B. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Town Council Meeting at which it was approved.

C. SYSTEM ON CONSUMER’S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER’S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition.

Service shall not commence on OWNER’S PROPERTY without the explicit written consent of the Town.

D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

E. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by OWNER among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER’S PROPERTY connected to or to be connected to said water systems upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER’S PROPERTY connected to or to be connected to said water systems shall be deemed

conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART III - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE OWNER

5560 Hancock Rd.
Southwest Ranches, Fl. 33330

FOR THE TOWN OF SOUTHWEST RANCHES

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART IV - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

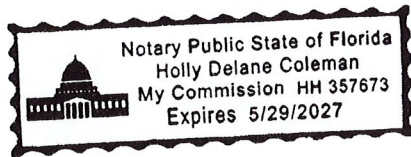
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Amber Finkel to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Amber Finkel executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23 day of July, 2024.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



OWNER At JH
BY: [Signature]
DATE: 7/23/24

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20 _____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____

MAYOR _____

DATE: _____

TOWN CLERK

Approved as to legal form:

TOWN ATTORNEY

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 8/8/2024
SUBJECT: Circle S Estates Homeowners Association Neighborhood Safety Grant Application

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On April 23, 2015 the Town Council adopted Resolution 2015-033 establishing a Neighborhood Safety Grant Program open to Town recognized homeowners and civic associations. This Resolution states the Town Council is solely responsible for reviewing and awarding the grant applications. The grant criteria package is attached.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of twenty-five (25) percent of the amount sought, which shall not include in-kind services. All grants shall be paid out as reimbursements based upon certain milestones being met.

The Circle S Estates Homeowners Association (Grantee) has submitted a Neighborhood Safety Grant Application to install an electronic license plate reader with two cameras and install safety traffic delineators.

The Grantee shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town’s requirements for the issuance of such a permit, as pro-vided by the Town Code of Ordinances, including, but not limited to, the Dark Skies Ordinance, and any other lawful requirements. The Grantee must comply with all applicable laws and ordinances, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations, nor does it constitute approval of the Project for development.

Fiscal Impact/Analysis

The Circle S. Estates Homeowners Association is requesting a grant in the amount of \$35,287.82 from the Town to partially fund the \$47,050.42 expenditure. Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award and for all costs relating to the future maintenance of the system.

Purchase and Install LPR	\$35,509.42
Electricity to LPR	\$2,700.00
Furnish and Install Traffic Delineators	\$8,841.00
TOTAL	\$47,050.42

Maximum Southwest Ranches Grant	\$35,287.82
Circle S Estates Match (25%) of Total Project Cost	\$11,762.61
TOTAL	\$47,050.42

Eight Thousand Dollars (\$8,000.00) is budgeted in FY 2023-2024 Adopted Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants. Therefore, a Budget Amendment to the Fiscal Year 2023-2024 Adopted Town Budget as follows:

Revenue Increase	
Appropriated Fund Balance (001-0000-399-39900)	\$27,288

Expenditure Increase	
Fund for Beautification / Safety Grants (001-3900-519-46110)	\$27,288

Staff Contact:

Emily Aceti, Community Services Manager
Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	8/1/2024	Resolution
Exhibit A - Circle S. Estates Homeowners Association Neighborhood Safety Grant Application	8/1/2024	Exhibit
Exhibit B - Grant Criteria Package	8/1/2024	Exhibit
Agreement	8/1/2024	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF THIRTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-TWO CENTS (\$35,287.82) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a neighborhood safety grant program; and

WHEREAS, on April 23, 2015, the Town Council approved Resolution 2015-033 establishing a Neighborhood Grant Safety Program; and

WHEREAS, Circle S Estates Homeowners Association has submitted a Neighborhood Safety Grant Application to the Town, which is attached hereto as Exhibit "A"; and

WHEREAS, the Town Council is solely responsible for reviewing and making Neighborhood Grant Safety Program grant awards; and

WHEREAS, the Town Council set specific criteria for the Neighborhood Safety Grant, which is attached hereto as Exhibit "B"; and

WHEREAS, the maximum grant award is Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, all grants require a minimum of at least a twenty-five percent (25%) match; and

WHEREAS, Circle S Estates Homeowners Association desires to install an electronic license plate reader with two cameras as well as safety traffic delineators totaling Forty-Seven Thousand Fifty Dollars and Forty-Two Cents (\$47,050.42); and

WHEREAS, Circle S Estates Homeowners Association is requesting a Neighborhood Safety Grant in the amount of Thirty-Five Thousand Two Hundred Eighty-Seven Dollars and Eighty-Two Cents (\$35,287.82); and

WHEREAS, Circle S Estates Homeowners Association will contribute a twenty-five percent (25%) match to the total project cost of Forty-Seven Thousand Fifty Dollars and Forty-Two Cents (\$47,050.42), which totals Eleven Thousand Seven Hundred Sixty-Two Dollars and Sixty-One Cents (\$11,762.61); and

WHEREAS, Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award and for all costs relating to the future maintenance of the system; and

WHEREAS, Eight Thousand Dollars and Zero Cents (\$8,000.00) is budgeted in FY 2023-2024 Adopted Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants; and

WHEREAS, a budget amendment is required to award this Neighborhood Safety Grant application; and

WHEREAS, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to Circle S Estates Homeowners Association; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves a Neighborhood Safety Grant award in the amount of Thirty-Five Thousand Two Hundred Eighty-Seven Dollars and Eighty-Two Cents (\$35,287.82) to the Circle S Estates Homeowners Association, in accordance with the terms and conditions contained within the Neighborhood Safety Grant criteria and the Agreement attached hereto as Exhibit "C", which is incorporated herein by reference.

Section 3. The Town Council hereby approves a Budget Amendment to the Fiscal Year 2023-2024 Adopted Town Budget as follows:

Revenue Increase	
Appropriated Fund Balance (001-0000-399-39900)	\$27,288
Expenditure Increase	
Fund for Beautification / Safety Grants (001-3900-519-46110)	\$27,288

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "C" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.037.2024

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Neighborhood Safety Grant Program

FY 2014-2015

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331
954-434-0008
www.southwestranches.org**

Neighborhood Safety Grant Program

FY2014/2015

PURPOSE

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

WHO CAN APPLY

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

GRANT REQUIREMENTS

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

APPLICATION PROCESS

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

STAFF CONTACT

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact Stephanie Ducheine-Welsh at 352-256-5558.

Town of Southwest Ranches
Neighborhood Safety Grant Program

APPLICATION INSTRUCTIONS AND REQUIREMENTS

Project Name:

Circle S Estates Security & Safety Plan

Neighborhood:

Circle S Estates

Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

Homeowners Association

Mailing Address:

7787 NW 146th Street Miami Lakes, FL 33016

Name and Title of Contact Person:

Stephanie Ducheine-Welsh

Phone:

Daytime: (352)256-5558

Fax: (954) 337-8574

Email Address:

ducheine@rightstojustice.com

1. What is the amount of your grant request? \$35,287.82
(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)

Town of Southwest Ranches
Neighborhood Safety Grant Program

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)

This project will apply to the common areas for Circle S Estates, located at the corner of Dykes and Griffin Road (15990 Griffin Road Southwest Ranches, FL 33331). A map of the property is attached.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

The Circle S HOA is in immediate need of implementing security measures such as, license plate readers with cameras and traffic delineators at the entrance on the easement on Dykes Road to prevent dangerous u-turns.

3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

There will be an electric license reader placed right at the entrance (one pole with 2 cameras) that will scan the tags once a vehicle enters and exits the premise. The information will integrate with the town of Davie police system who will also provide monitoring. We are also requesting rubber dividers be placed on Dykes Road and the easement portion of the entrance to prevent the constant U-turns at the entrance. See attached estimate and illustration.

4. Describe the Resident/Community involvement in accomplishing this project.

The Circle S Board of Directors are leading this initiative; however many residents are very aware and interested in protecting the community due to the increased amount of crime and vandalism in the neighborhood and surrounding areas.

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).

This project will require approval from the zoning department for the rubber dividers on Dykes to prevent U-turns. Planning and zoning/engineering may have to oversee the installation of the license readers in addition to integration with the town of Davie Police.

6. Estimate how long it will take to complete the project (not to exceed nine months).

This project should be fully completed between 60-90 days from commencement.

7. Will you be removing any existing plants or trees? ___ Yes x No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be required from the Town of Southwest Ranches.

8. Clearly show public right-of-ways, easements and private lands on the plans.

Please see attached.

PROJECT FUNDING

- A. Funds requested (\$40,000 max): \$35,287.82
- B. Match (minimum of 25%): \$11,762.61
- C. Total Project Cost (Sum of Lines A & B): \$47,050.42

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

[X] I understand and agree to these terms



CERTIFICATION OF THE APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant’s knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.



Applicant Signature

7/31/2024

Date



10.05.2020





Vetted Security Solutions

4185 35th St N
 Saint Petersburg, FL 33714
 Office Phone: (727) 440-3245

Purchaser: Mohammed Abid
Purchaser Phone Number: 954-605-2247
Purchaser Email: mohammed@insurefloridians.com
Quote Name: Town of Southwest Ranches (FL) Circle S Estates - Fixed LPR/CCTV
Quote #: Q-11227-2
Job Number: 9473
Date: 7/23/2024
Expires On: 8/22/2024

Ship To
 Circle Estates HOA - Town of Southwest Ranches (FL)
 Southwest 159th Ave
 Southwest Ranches, FL 33331
 United States

Bill To
 Circle Estates HOA - Town of Southwest Ranches (FL)
 Southwest 159th Ave
 Southwest Ranches, FL 33331
 United States

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecurity.com	Ground	Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	EXTENDED PRICE
1.00	VSS-HYBRID-MAIN	NEMA Powder Coated Aluminum Enclosure - BBA-1, (H) 20.625" x (W) 17.5" x (D) 12", Pole mount included, Supports 120VAC power, Rugged PC with Windows OS (i7) and 250GB SSD. 4G/5G Capable Modem, TechAlert Ready. Not included Sold separately: LPR software license (if applicable) VMS software license (if applicable) Additional hard drives for storage of video and data	\$7,063.47	\$7,063.47
1.00	VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive	\$433.32	\$433.32
1.00	VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	\$6,495.00	\$6,495.00
1.00	VSF-016-L5F	L5F Fixed LPR Camera with Sun Shield - 16mm Lens with Camera Cable	\$6,495.00	\$6,495.00
2.00	SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00
2.00	VSBCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$400.00	\$800.00
1.00	15C-H5A-3MH	3X5MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,974.86	\$1,974.86
1.00	H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE.	\$199.28	\$199.28

QTY	PART #	DESCRIPTION	NET UNIT PRICE	EXTENDED PRICE
1.00	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$170.81	\$170.81
1.00	PLMT-1001	POLE MOUNT FOR LRGE PENDT WLMT-1001	\$98.57	\$98.57
1.00	WLMT-1001	Wall Mount for large pendant camera	\$103.99	\$103.99
1.00	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$389.40	\$389.40
1.00	POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector; Indoor; single port	\$151.71	\$151.71
1.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$316.51	\$316.51
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00
1.00	VSS-ELECT-INSTALL	-Install a new aluminum pole. -Provide electrical hookup from customer provided handhole at the base of the pole. Assumes constant 120/240VAC is available. -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	\$6,187.50	\$6,187.50
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00
1.00	FSS-TA-ENC-2	TechAlert Software License, Single Enclosure, 2 Year Subscription on the LPR camera/enclosures components providing insight into the status of a camera and autonomously recycle the sensor for rapid restarts, limiting downtime and the need for technical intervention. Enclosure must be TechAlert Ready, hardware not included.	\$500.00	\$500.00
TOTAL:				\$35,509.42

Scope of Work

Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor, and Hybrid communications enclosure on new pole. Circle Estates must provide SIM card and is responsible for any permitting costs, if applicable. This assumes 120V AC power is present and can be used. Circle Estates must assist in gaining permission to install at this location. LPR cameras to be tied to the Davie PD Vigilant account therefore the annual CLK fees will be billed to their account. Circle Estates understands this and is in agreement with Davie PD.

Notes

-TechAlert license requires execution of SaaS agreement.

Terms & Conditions

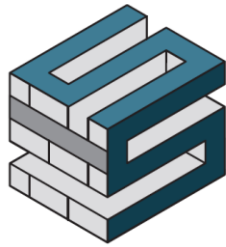
1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.

- 7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
- 8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
- 9. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
- 10. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
- 11. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$35,509.42

Signature:		Effective Date:	____/____/____
Name (Print):		Title:	

Please sign and email to insidesales@vettedsecurity.com
THANK YOU FOR YOUR BUSINESS!



STRUCTURA
GENERAL CONTRACTOR

July 30th, 2024

Circle Estates HOA – Town of Southwest Ranches (FL)
Southwest 159 Ave
Southwest Ranches, FL 33331

PROJECT: Southwest 159 Ave
Southwest Ranches FL 33331

Dear President:

Attached, I am sending our proposal for a single electrical connection at the entrance common area of *Circle S Estates in Southwest Ranches*. This proposal includes everything necessary to finish the scope of work. Excluded costs are architectural/engineering plans, if needed, together with general permit and impact fees from the corresponding city/county authorities, if needed, and costs related to the electrical connection and water connection if necessary.

COST: The completed project cost is two thousand seven hundred dollars with zero cents (**\$2,700.00**)

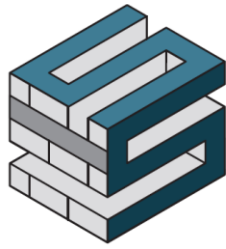
TIME: We have prepared a detailed schedule with all the tasks that need to be completed to finish the project in its entirety. We estimate that the project will take, from beginning to end, thirty (30) working days. This time excludes, the time necessary for the corresponding city/county authorities to approve the plans.

CONTRACT: By accepting and signing this proposal this document becomes the contract. Once accepted we will provide general liability and workers compensation insurance certificates.

To conclude, I would like to thank you for your consideration and for allowing us to offer you our construction services for your consideration. I hope our proposal is positively welcomed by you and I look forward to the sharing of a mutually prosperous relationship.

Sincerely,

Rodolfo F Sori
Structura, LLC



SCOPE OF WORK

1.) Underground Work:

- a. Dig and Install 3/4" electrical conduit pipe at a length of 40' +/- to LPR System pedestal

2.) Electrical Work:

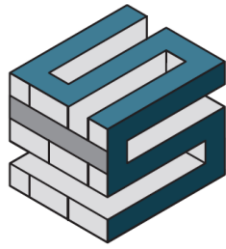
- a. Pull and install electrical wire to supply power to the LPR location at the entrance of the community in the common area. Electrical connection will start and run from the junction box on the North side of the entrance then continue South under the drive and connect at the LPR pedestal.

3.) Owner responsibility:

- 2.1 Owner will have surveyor flag the area to work.
- 2.2 Any plans and/or permits necessary to complete this task
- 2.3 Owner will guarantee existing power connection to connect the new design to

Exclusion:

1. Permits Fees
2. Any and all plans that might be required in order to complete this work
3. Any and all work related to the design and execution of MOT Plans and or Barricades if necessary



PROPOSAL

Proposal		\$ 2,700.00
To be paid	100% at Completion	\$2,700.00

THIS IS PROPOSAL IS BASED ON INFORMATION PROVIDED

Once the set of plans is approved and the final project cost has been accepted by all parties any and all changes thereafter will take place via change order. All change orders will be approved in writing by the owner and contractor. Once approved all change orders become part of the contract and the additional cost paid as soon as it's requested.

This proposal does not include any permit/impact and/or any other fees that may be required by any and all approving entities (City, County, Condominium Association).

Accepted by:

Signature

Name: _____ Date: _____



Huurr Homes, LLC

2705 Burris Road

Unit 4A

Davie, FL 33314

Estimate

Date	Estimate #
7/30/2024	3367

Phone #	(954)270-1121
---------	---------------

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330

Due Date	Project
7/30/2024	24-13367 Circle Esta...

Description	Qty	Rate	Total
Project: 24-13367 Southwest Ranches - Circle S Estates			0.00
Scope: Furnish and Install Delineators			
Location: SW 49th St and Dykes Road / Dykes Rd from Griffin Rd to SW 49th St			
Plans Provided: None			
** Estimate based Satellite Picture Provided			
Furnish and Install Traffic Delineators, Flexible, 36", Pavement Mount, Includes Mobilization and Cones as needed for Traffic Control; 11 Delineators @ 5 FT each at SW 49th St, and 10 Delineators @ 5 FT each at Dykes Rd going southbound; Qty Each	21	421.00	8,841.00
Final Bill will be based on the number of delineators installed.			
Exclusions. 1. All Permit Fees 2. Unforeseen Roadway Conditions 3. Excluding all damages to unmarked structures 4. Surrounding Striping		0.00	0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	



Huurr Homes, LLC

2705 Burriss Road

Unit 4A

Davie, FL 33314

Estimate

Date	Estimate #
7/30/2024	3367

Phone #	(954)270-1121
---------	---------------

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330

Due Date	Project
7/30/2024	24-13367 Circle Esta...

Description	Qty	Rate	Total
All materials guaranteed to be completely installed in a workman like manner according to standard practices. Any alteration from terms above will involve extra costs. New work will be executed only upon written and signed Change Order. All agreements continged upon strikes, accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal, Huurr Homes, LLC shall be entitled to recover all costs incurred, including attorney's fees for services rendered with any enforcement of breach of contract, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby accepted. You are authorized to do the work as specified..			0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	\$8,841.00



Delineators

PROJECT NUMBER	-
DATE	07/30/2024
DRAWN BY	B.S.
REVISION	J.S.
SCALE	AS NOTED

A101

PROJECT

CIRCLE S ESTATES
SW 49th st and Dykes Road

2705 BURRIS RD.
UNIT 4A
DAVIE, FL
33314
Office: (954) 270 1121
Direct: (954) 815 0036
jaime@huurhomes.com

Vendor Options by Category

LPR

Vetted- none solar with added video cameras \$35,509.42

Electrical for LPR

Structura General Contractor \$2,700.00

Traffic Delineators

Huurr Homes-Delineators and Pavement Mount \$8,841.00

Total: \$47,050.42

Neighborhood Safety Grant Program

FY 2014-2015

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331
954-434-0008
www.southwestranches.org**

Neighborhood Safety Grant Program

FY2014/2015

PURPOSE

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

WHO CAN APPLY

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

GRANT REQUIREMENTS

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

APPLICATION PROCESS

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

STAFF CONTACT

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact _____.

Exhibit C
Town of Southwest Ranches
Neighborhood Safety Grant Program

NEIGHBORHOOD SAFETY GRANT PROGRAM

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Circle S. Estates Homeowner's Association, a homeowner's association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as "Neighborhood Association", which Neighborhood Association has as its management office mailing address at 7787 NW 146th Street Miami Lakes, FL 33016 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town's Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as "Project"), a description of which is shall be attached as Exhibit "A" of this Agreement; and

WHEREAS, the Grantee's receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a not to exceed grant amount for the Project in the amount of Thirty-Five Thousand Two Hundred Eighty-Seven Dollars and Eighty-Two Cents (\$35,287.82) under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of Eleven Thousand Seven Hundred Sixty-Two Dollars and Sixty-One Cents (\$11,762.61). Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award.
3. Payment: Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds. The Town's grant funds shall be provided within thirty (30) days from the date of the Project's completion, which shall be evidenced by the date of the closed permit.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed within one year from the date of the permit. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town. Failure to complete the Project within one year from the date of the permit shall make this Agreement null and void.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.

8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense, including the future maintenance of the license plate reader system.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331**

12. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.
13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.
15. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By _____
Steve Breitzkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to form and completeness for the
Use and reliance of the Town of Southwest Ranches, only

Keith M. Poliakoff
Town Attorney
1001.048.2024

NEIGHBORHOOD ASSOCIATION

ATTEST:

By _____
President

Corporate/Neighborhood
Association Secretary

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 11, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David S. Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Russell Muñiz, Town Administrator

Dan Stewart, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Hartmann, seconded by Vice Mayor Kuczenski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO EXCUSE COUNCIL MEMBER JABLONSKI'S ABSENCE.

3. Public Comment

The following members of the public addressed the Town Council: Lissa Charron, Newell Hollingsworth, John Steven Garate, and Debbie Green.

4. Board Reports

There were no Board Reports.

5. Council Member Comments

Vice Mayor Kuczenski stated that he received a letter from a Town resident thanking the Town of Davie Police Department for stopping a burglary at their home. He described the incident and said the resident called the police after seeing the home being broken into from their security cameras. He said the Town of Davie Police responded and apprehended the suspects before they could leave the area. He thanked the Town of Davie Police Department for catching the suspects and for all their hard work and service to the Town.

Council Member Hartmann stated that he was happy to announce that he had a new addition to his family and that his daughter Dawn and her husband Michael gave birth to a healthy baby boy that weighed 6lbs 14ozs.

Council Member Allbritton spoke about the new Special Magistrate, Michael Garcia, and said the Special Magistrate meeting went well and that Mr. Garcia handled it excellently. He discussed having Town residents that will be representing Team USA in the 2024 Paris Olympics in the equestrian events. He asked for a consensus from the Town Council to have a proclamation presented at the next Town Council meeting to recognize them for their achievement. The Town

Council agreed that a proclamation should be done, and Mayor Breitzkreuz asked Town Administrator Muñiz to have it presented at the next meeting.

Mayor Breitzkreuz spoke about a meeting with Broward County Property Appraiser Marty Kiar and his staff, regarding agricultural issues for the Town. He thanked them for being open to having a discussion on the matter and that they found ways to make improvements in the application process. He discussed an item from the previous Town Council Meeting regarding the City of Miramar's Resolution against the Miami-Dade County Incinerator. He thanked Council Member Hartmann for making the motion to approve the item but expressed his disappointment that there was "no second" to discuss the item. He said the reason he was disappointed was that the Town was trying to build a relationship with other municipalities regarding the Solid Waste Authority and that the City of Miramar was part of that. He stated that he was not completely comfortable with the Miramar resolution but that it deserved to be considered. He said that he would present the item as a discussion item, after Council Member Hartmann asked him if he could bring the item back before the Town Council. He spoke about the documentary, "Lessons from the Jungle", being shown at the City of Miramar City Hall Commission Chambers on Saturday, July 13, at 5:00 pm. He said it was an extra special event because the movie was created by a Town resident and the information in it will be beneficial for everyone.

6. Legal Comments

Town Attorney Poliakoff had no legal comments.

7. Administration Comments

Town Administrator Muñiz advised the Town Council that the Public Safety and Traffic Committee devised a police detail plan to provide enhanced traffic enforcement throughout the Town, and that the program would be starting July 12th. He spoke about setting up a meeting in the future with FPL, Comcast, and AT&T, regarding the hardening and restoration projects happening in the Town. He said the purpose of the meeting was to inform residents on the scope of the projects and to address any issues. Lastly, he reported that the WM recycling route for a portion of the Sunshine Ranches area was not completed today, and that residents should leave their recycling bins out overnight, as the route would be completed tomorrow.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC. BASED ON THE TOWN OF DAVIE'S AGREEMENT TO PROVIDE EMERGENCY DEBRIS SITES TO ACCEPT STORM RELATED VEGETATIVE DEBRIS; EXTENDING THE COOPERATIVE AGREEMENT FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES WITH BERGERON EMERGENCY SERVICES FOR AN ADDITIONAL YEAR; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Hartmann, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION WITH THE ADDED PROVISION THAT UNLESS DIRECTED BY A SUPERIOR GOVERNMENTAL AGENCY, THE CONTRACTOR SHALL NOT INCINERATE STORM RELATED VEGETATION AND IF SUCH A DIRECTION IS GIVEN THE PREVIOUS RATES SHALL APPLY.

9. Approval of Minutes

- a. May 23, 2024 Regular Meeting Minutes**
- b. June 13, 2024 Regular Meeting Minutes**

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Allbritton, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE MAY 23, 2024 REGULAR MEETING MINUTES AND THE JUNE 13, 2024 REGULAR MEETING MINUTES.

Adjournment

Meeting adjourned at 7:53 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 8th day of August, 2024.

Steve Breitzkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.